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# 3

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Dayton, Ohio

NCR Docket No. 9488.00

Application of

Michael Waller et al.

Serial No. 09/992,239

Filed: November 6, 2001

For: INFORMATION RETRIEVAL AND DISPLAY

Assistant Commissioner for Patents

Washington, D.C. 20231

APR 04 2002

Group Art Unit: 2673

Examiner: Unknown

**PETITION PURSUANT TO 37 C.F.R. § 1.47(b)**

Sir:

The Petitioner authorizes the Commissioner to charge NCR Deposit Account No. 14-0225 for the petition fee of \$130.00 set forth in 37 C.F.R. § 1.17(h). Please charge any deficiency or credit any overpayment of fees to NCR Deposit Account No. 14-0225.

The Petitioner states that the last known addresses of the non-signing inventors, Michael Waller and Matthew Ward, are as follows:

Michael Waller  
1 Hayes Crescent  
London NW11 0DG

Matthew A. Ward  
66 Avignon Road  
Brockley  
London SE4 2JT

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Enclosed with this Petition are the following items:

- (1) Declaration of Michael Chan;
- (2) Declaration of Christine Sheppard;

- (3) Exhibit A- Copy of Invention Disclosure;
- (4) Exhibit B - Copy of letter sent by Royal Mail Recorded Delivery; and
- (5) Exhibit C – Copy of Employment Agreements.

NCR Corporation has sufficient proprietary interest in the above-identified application as evidenced by the Employment Agreements contained in Exhibit C in the Declaration of Christine Sheppard submitted herewith. Action under 37 C.F.R. Section 1.47(b) is necessary to preserve the rights of the parties or to prevent irreparable damage.

A new "Combined Declaration and Power of Attorney" executed by a representative of NCR Corporation who has sufficient proprietary interest in the above-identified application is also submitted herewith accompanied with its copy of "Notice to File Missing Parts".

Respectfully submitted,



Michael Chan  
Reg. No. 33,663  
Attorney for Applicant(s)

NCR Corporation, Law Department, WHQ5E  
1700 S. Patterson Blvd., Dayton, OH 45479-0001  
Tel. No. 937-445-4956/Fax No. 937-445-3733

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UNITED STATES PATENT AND TRADEMARK OFFICE

Dayton, Ohio

NCR Docket No. **9488.00**

Application of

**Michael Waller et al.**

Serial No. **09/992,239**

Group Art Unit: **2673**

Filed: **November 6, 2001**

Examiner: **Unknown**

For: **INFORMATION RETRIEVAL AND DISPLAY**

Assistant Commissioner for Patents  
Washington, D.C. 20231

**DECLARATION OF MICHAEL CHAN**

Sir:

I, Michael Chan, being duly sworn, do hereby declare and state:

1. I am employed as a Senior Attorney in the Intellectual Property Section of the Law Department of NCR Corporation. I am located in the Dayton offices of the NCR Corporation.

2. I work with Christine Sheppard, Paralegal in the Intellectual Property Section of the Law Department, who is located in the London offices of the Intellectual Property Section of the Law Department of NCR Corporation.

3. I am responsible for preparing and prosecuting patent applications for the Financial Solutions Group of NCR Corporation.

4. On September 12, 2001 or thereabouts, an electronic copy of the specification, claims, and drawings for priority patent application Serial No. 0027314.4 filed November 9, 2000 in the U.K. Patent Office was received from the London offices of the Intellectual

Property Section of the Law Department. I used the electronic copy to prepare a corresponding U.S. patent application for filing in the U.S. Patent Office.

5. On October 5, 2001 or thereabouts, a set of U.S. patent application papers (including copy of specification, claims, drawings, declaration of inventors, and assignment for inventors) corresponding to the above-identified U.S. patent application, Serial No. 09/992,239, was sent from the Dayton offices to the London offices of the Intellectual Property Section of the Law Department for subsequent forwarding to joint inventors Michael Waller and Matthew Ward to sign the declaration and the assignment.

6. On November 6, 2001, a copy of U.S. patent application papers (including copy of specification, claims, drawings, and an unsigned declaration) corresponding to the above-identified U.S. patent application, Serial No. 09/992,239, were filed in the U.S. Patent Office. The above-identified U.S. patent application claims priority of priority patent application Serial No. 0027314.4 filed November 9, 2000 in the U.K. Patent Office.

7. On December 11, 2001, a Notice to File Missing Parts of Application (Filing Date Granted) dated December 6, 2001 from the U.S. Patent Office was received in the Dayton offices of the Intellectual Property Section of the Law Department.

8. On January 15, 2002 or thereabouts, upon realizing that the U.S. patent application papers including executed declaration of inventors for the above-identified U.S. patent application, Serial No. 09/992,239 would most likely not be received in the Dayton Offices of the Intellectual Property Section of the Law Department for filing in the U.S. Patent Office, I started to prepare a Petition under 37 C.F.R. Section 1.47(b) along with its accompanying papers for filing in the U.S. Patent Office.

9. On April 2, 2002, a set of documents including Christine Sheppard's affidavit and its accompanying exhibits were received from the London offices of the Intellectual Property Section of the Law Department.

10. On April 2, 2002 a new "Combined Declaration and Power of Attorney" was prepared for execution by a representative of NCR Corporation who has sufficient proprietary interest in the above-identified application.

11. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

WHEREFORE, I hereby subscribe my name to the foregoing declaration.

Signed at Dayton, Ohio this 3<sup>RD</sup> day of April 2002.



Michael Chan  
Reg. No. 33,663  
Attorney for Applicant(s)

NCR Corporation, Law Department, WHQ5E  
1700 S. Patterson Blvd., Dayton, OH 45479-0001  
Tel. No. 937-445-4956/Fax No. 937-445-3733

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Assistant Commissioner for Patents  
Washington, D.C. 20231

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OFFICE OF PETITIONS

DECLARATION OF CHRISTINE SHEPPARD

Sir:

I, Christine Sheppard, being duly sworn, do hereby declare and state:

1. I am employed in the Intellectual Property Section of the Law Department of NCR Corporation. I am located in the London (United Kingdom) office of NCR Corporation.

2. I work with Michael Chan, Senior Attorney in the Intellectual Property Section of the Law Department of NCR Corporation, who is located in the Dayton offices of the Intellectual Property Section of the Law Department of NCR Corporation.

3. I am responsible for patent formalities for the Financial Solutions Group of NCR Corporation.

4. I work with inventors (including Michael Waller and Matthew Ward who are inventors in the above-identified U.S. patent application, Serial No. 09/992,239) located in the United Kingdom to prepare patent applications for filing first in the U.K. Patent Office.

5. On August 22, 2000, an Invention Disclosure entitled, "Physical URL-Tagged Packaging an Organised Network of Services" was received from the inventors (See Exhibit A for copy of the Invention Disclosure submitted by the inventors).

6. On November 9, 2000, a priority patent application Serial No. 0027314.4 corresponding to the above-identified U.S. patent application Serial No. 09/992,239 was filed in the U.K. Patent Office.

7. On September 12, 2001 or thereabouts, a copy of the specification, claims, and drawings for priority patent application Serial No. 0027314.4 filed November 9, 2000 in the U.K. Patent Office was sent to the Dayton offices of the Intellectual Property Section of the Law Department for filing a corresponding patent application in the U.S. Patent Office.

8. On October 8, 2001 or thereabouts, a set of U.S. patent application papers (including copy of specification, claims, drawings, declaration of inventors, and assignment for inventors) corresponding to the above-identified U.S. patent application, Serial No. 09/992,239, was received by from the Dayton offices of the Intellectual Property Section of the Law Department for forwarding to inventors Waller and Ward, the inventors in the above-identified U.S. patent application, to sign the declaration and the assignment. As of October 8, 2001, none of the aforesaid inventors was in the employ of NCR Corporation.



9. On October 10, 2001, the U.S. patent application papers received on October 8, 2001 or thereabouts from the Dayton offices of the Intellectual Property Section of the Law Department were forwarded to inventor Waller at his home address, which is "1 Hayes Crescent, London NW11 0DG", for execution by the inventor (see Exhibit B for a copy of the letter sent by Royal Mail Recorded Delivery to inventor Waller on October 10, 2001).

10. I did not request a duplicate set of documents from the Dayton offices of the Intellectual Property Section of the Law Department for sending to inventor Ward because inventor Ward had been named as an inventor on two other patent applications in which documents had been sent to him and not returned. I concluded from this that inventor Ward had either moved away without providing a forwarding address or was unwilling to sign.

11. Each of inventors Waller and Ward has an Employment Agreement with NCR Corporation. The Employment Agreements oblige them, *inter alia*, "...whether during or after their employment with the Company, execute any document and do any acts necessary to enable the Company or its assigns to obtain patent protection in any part of the world in respect of any invention ..." (see Exhibit C for Intellectual Property portion of each of inventors Waller and Ward's Employment Agreement).

12. As of today, March 28, 2002, the documents sent to inventor Waller on October 10, 2001 have not been returned to me.

13. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under

Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.


WHEREFORE, I hereby subscribe by name to the foregoing declaration.

Signed at London, United Kingdom this 28th day of March 2002.

  
Christine Sheppard

KINGDOM OF ENGLAND, CITY OF LONDON, S.S.  
on 28th March 2002

Signed in the presence of ELEANOR FRANCES ALISON FOGAN, Notary Public of the  
City of London and England at large

  
E. F. A. FOGAN  
Notary Public of London, England

(My Commission  
expires at death)





## INVENTION DISCLOSURE RECORD

### PREPARATION & ROUTING INSTRUCTIONS

Complete and fill in every item. Write "none" or "unknown", if appropriate.

Use an additional blank page for any item where more space is needed.

Have your manager review and sign (items 9 and 10) before submitting to the NCR Law Department.

Submit original and one copy to: NCR Corporation, Intellectual Property Section, Law Department, ECD-2, 101 W. Schantz Avenue, Dayton, Ohio 45479. *Keep one copy for your file.*

LAW DEPARTMENT USE ONLY	
Docket No.	9488
Date Received	22 Aug 2000
Attorney	

A

(1) Inventor(s)	Facility	Department	Phone Number
Michael Waller	FSG	Knowledge Lab	0044207 258734
Matthew Ward	FSG	Knowledge Lab	0044207 7255482

(2) Title of Invention (Preferably 10 words or less)  
Physical URL - Tagged packaging an organised network of services.

(3) Product, Project Name or Class Number	(4) Date invention was First Conceived	(5) Actual or Anticipated Date of First Product Sale, Customer Availability, or Public Disclosure

### (6) Description of the Invention

Please attach additional pages providing the following:

- Statement of problem solved by the invention** - Briefly state the problems your invention solves, its purposes and advantages, and how it differs from prior designs that you are aware of.
- Description of the invention** - Describe your invention in detail. Include and refer to sketches or diagrams and, if appropriate, attach documents such as previously prepared descriptions or specifications.
- Summary of Invention** - State what you regard at the present as the key inventive concept - i.e., the gist of your invention.

(7) Inventor Signature(s) (Each person listed in Item 1 above is an inventor and must sign and date.)			
Signature of Inventor	Date	Signature of Inventor	Date
	7/08/2000		
Signature of Inventor	Date	Signature of Inventor	Date

(8) Witness Signatures (Two persons who are not inventors must read and understand this disclosure, and then sign and date.)			
Signature of Witness	Date	Signature of Witness	Date
	7/8/2000		7/8/00

### FOR MANAGER USE ONLY

(9) Strategic Value of Patent Coverage (State what you regard as the strategic value to your business unit of having a patent for this invention - e.g., licensing revenue, preventing use by others, importance/breadth of the invention, etc.)
--

**(10) Reviewed and approved by**

Signature of Manager <i>Stephen Emmit</i>	Date <i>7.8.2000</i>	Manager Name (Please print) <i>EMMITT</i>	Tentative Rating * (A, B, C, D, or U) <i>A</i>
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**(7a). Statement of problem solved by the invention** - Briefly state the problem your invention solves, its purposes and advantages, and how it differs from prior designs that you are aware of.

**INTRODUCTION**

This concept is the creation of electronically tagged packaging or products that connect users to an organised network of separate suppliers (services, events, venues, advice etc...) through the tagging of packaging and products with Radio Frequency identification chips encoded with the URL of a 'network aggregation company'<sup>1</sup>. This network would allow previously un-packagable experiences to be packaged, for example; a '*start-up business in-a-box*' would include legal documentation, 1 day of legal advice, an accountant for the first 6 months of trading and possible business study programmes. Separate suppliers would provide disparate elements of this 'package'; however, they would all be aggregated by one service and could be upgraded or tailored from a basic model. This would give the customer a ready made network of services and suppliers that would be brought together as a result of the packaging being placed on a Radio Frequency tag reader connected to a networked device (a personal computer, mobile phone, Internet appliance etc...). The networked device would be connected to the online aggregation company and the network services accessed through the RF tags. The packaging would hold an access code relating to the services needed.

**PROBLEM ADDRESSED**

Firstly, the opportunities of expanding the Internet into physical brands and packaging offer the possibility to create objects and packaging that contain experiences or advice. Secondly, as a large number of events are made up of networks of different suppliers, the creation of physical objects that bring these suppliers together create a coherent and powerful technology to enhance the relationship between suppliers and users. As most events are time specific the advantage of the "packaged" experience, event or service would mean that the content could be kept up to date due to none of the actual information being held in the package but on the network.

**CONFIDENTIAL****ATTORNEY - CLIENT PRIVILEGED**

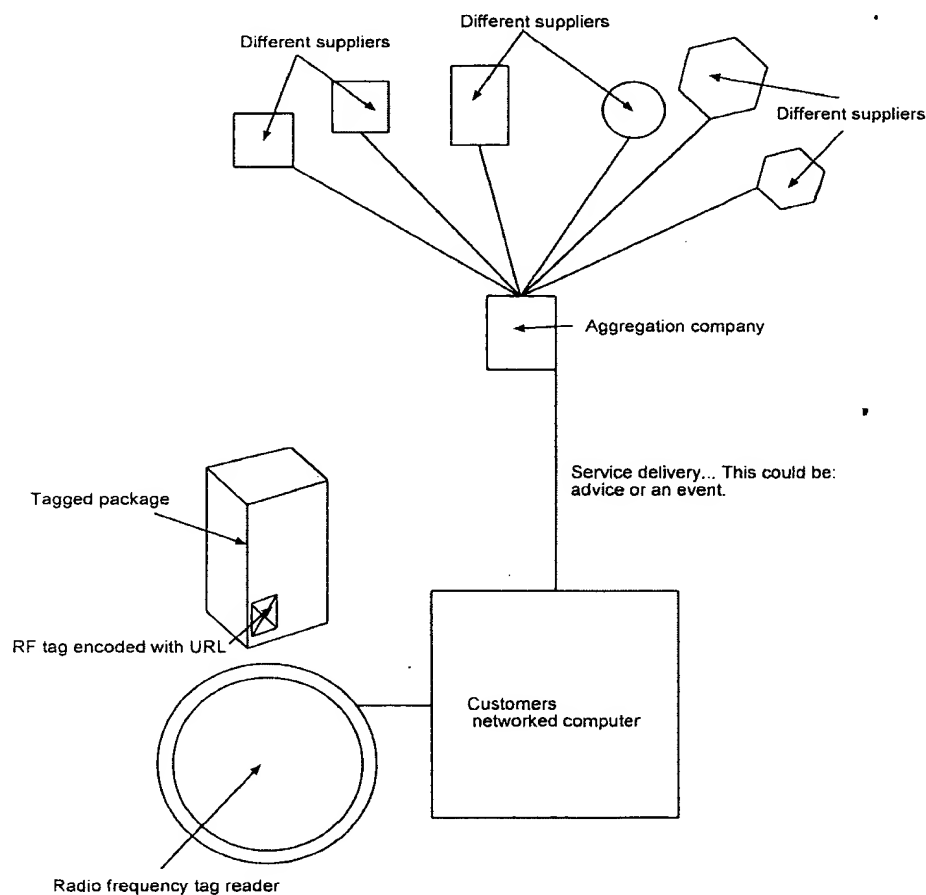
## ADVANTAGES

The key advantage of this concept is the creation of a new kind of product and hence a huge potential market.

**(7b). Description of the invention** - (Describe your invention in detail. Include and refer to sketches or diagrams and, if appropriate, attach documents such as previously prepared descriptions or specifications.)

## KEY INVENTIVE CONCEPT

The creation of packaging linked to a networked aggregation company.



**BUSINESS IMPLICATIONS** some examples of experiences, events and services.?!

**(7c). Summary of invention** - (State what you regard at the present as the key inventive concept - i.e., the gist of your invention.)

FIGURE 1





C

12<sup>th</sup> July 2000

NCR Financial Solutions Group Limited  
206 Marylebone Road  
London NW1 6LY  
Tel: 020 7723 7070

Matthew Ward  
C/o 206 Marylebone Road

Dear Matthew,

I have pleasure in confirming the details of our offer for the following position.

Position: Research Designer.

Job Band: B1

Reporting to: Sarah Woods.

Organisation: NCR, Financial Solutions Group.

Based at: 206 Marylebone Road Head office, London NW1 6LY.

Start Date: 30<sup>th</sup> May 2000.

Hours of Work: 9.00am - 5.00pm Monday - Friday. You may be required to work such reasonable hours as the needs of this particular position requires.

Annual Leave Entitlement: 21 days (pro rated from the actual start date and for part-time positions) in any one calendar year, in addition to 3 nominated Company days plus 8 Statutory days.

Remuneration: £26,000 per annum (there are no overtime payments attributable to this position).

Your next salary review will be in March 2001 subject to satisfactory performance.

You will be eligible to participate in the FSG Employee incentive plan which has an on target payment of 5% of base salary. However in practice, the award can range from 0% to 10%. This will be calculated and a payment made (if any) during the 1st quarter of 2001 and will be pro-rated for permanent employees length of service in 2000.

Company Car: In your capacity as Research Designer, you are eligible for a Company car, Group B. This car may be used within reason for private journeys subject to conditions and in accordance with instructions issued from time to time by the Company. You should acquaint yourself with the terms under which the car is insured, and should take care to ensure that it is not used in circumstances outside these terms. You must also ensure that you are eligible to drive within the UK subject to requirements set by the Driving Vehicle Licensing Authority.

The vehicle provided may not necessarily be new should there be one readily available from within the fleet.

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At the level of the above position, the choice of car is based on a benchmark lease value of £319 per month. Alternatively you may opt to have a car allowance equating to £3,700 per annum subject to taxation, which will be paid in 12 monthly installments directly into your bank account and will form part of your salary payment.

**Medical Insurance**

**Cover:** The Company will subscribe for Medical Insurance coverage for you (and your spouse/partner/family). Full details will be sent to you under separate cover.

**Flexible**

**Compensation:** FSG's "flexible compensation" gives you the opportunity to tailor your pay and benefits to match your individual needs and preferences. The total value of all elements of your compensation will remain the same, but you will have the opportunity to influence the range of benefits you receive. Full details of the plan will be sent to you under separate cover.

**Pension Plan:** On joining the Company you will be eligible to become a member of NCR Scotland Pension Plan, which includes 1) a Final Salary Plan, 2) The Money Purchase Plan, and 3) The Death Benefits Plan. If you elect to be part of the plan, you will contribute a minimum of 3% (and up to 5%) of your pay to the Money Purchase Plan. NCR will also pay into the fund at a rate of 50% of the level at which you choose to pay. You will receive more details under separate cover.

**Dental Plan:** On joining the Company you will also be eligible to receive National Dental Plan coverage. Further details will be issued to you upon commencement of employment.

**Smoking Policy:** Your attention is drawn to the Company's No smoking policy. Smoking is not permitted at 206 Marylebone Road or any of the other Company premises.

This appointment is subject to the Terms and Conditions of Employment, set out in the attached documents, which have been prepared to conform with the provision of the Employment Rights Act 1996. Please could you sign and return a copy of the Terms and Conditions of Employment form.


Also enclosed is a document entitled "Conflicts of Interest Policy" which includes a questionnaire. You are required to familiarise yourself with the details of the "Conflicts of Interest Policy" and complete and return the questionnaire.

If you have any questions concerning the details of this appointment, please do not hesitate to contact a member of the Human Resources Team telephone 020 7725 8342.

Yours sincerely



Sue Moyce  
Compensation and Benefits Manager  
Financial Solutions Group

  
Agreed and Accepted  
Matthew Ward

12 / 7 / 00  
Date



## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

**Employer:** NCR Financial Solutions Group Limited

**EMPLOYER:** NCR Financial Solutions Group Limited, 206 Marylebone Road, London NW1 6LY (The Company)

**EMPLOYEE:** Matthew Ward

**DEPARTMENT:** FSG Knowledge Lab

**DATE OF ISSUE:** 12<sup>th</sup> July 2000

**CONTINUITY:**

Your employment with the Company will commence on 30<sup>th</sup> May 2000.

### 6. JOB TITLE

You are employed as Research Designer on a full time and exclusive basis. This is not a job description and may be changed from time to time. You will be informed in writing of any change. Your duties are such as may be assigned to you by the Company from time to time and you may be required to observe all reasonable rules and regulations adopted by the Company in connection with the operation of its business and to carry out to the best of your ability all instructions given by the Company.

The Company shall be entitled to direct that you perform no duties and to direct that you shall not enter or remain on any (or any specified) premises of the Company and any such direction may be given subject to any condition with the Company in its discretion may determine.

### 7. HOURS

Your normal working week is 35 hours, Monday to Friday, 9.00am to 5.00pm, with a lunch period of 1 hour. You may be required to work such hours as are reasonably necessary for the proper performance of your duties, for the avoidance of doubt you will not be paid overtime for such additional hours.

### 8. REMUNERATION

Your salary is £26,000 (twenty six thousand pounds) per annum, paid monthly ("Salary") paid by Bankers Order on the 16<sup>th</sup> of each month for the current calendar month subject to adjustment for any lost time or National Insurance deductions while on sickness absence, in the previous month, or for any unauthorised absence.

The Company shall be entitled pursuant to the Employment Rights Act 1996, at any time during the employment and upon its termination (howsoever arising) to deduct from the Salary and/or any other sums due to you, any sums owed by you to the Company.

### 9. HOLIDAYS

In addition to Statutory Public Holidays, paid holiday entitlement is calculated according to your length of service during the year. Subject to the approval of your manager this may be taken in advance at any time during the holiday year (1 January – 31 December), however, up to 20% of your entitlement may be carried over to the subsequent year, but must be taken by 31 March. On joining the Company, holiday entitlement for the first year of service is as follows:

#### MONTH OF JOINING – DAYS OF HOLIDAY ENTITLEMENT (First Year)

January	21 days	April	16 days	July	11 days	October	6 days
February	19 days	May	14 days	August	9 days	November	4 days
March	17 days	June	12 days	September	7 days	December	2 days

This assumes that the employee commences on the first working day of the month. Staff joining at the middle of a month or later are not entitled to holiday for that month.

Additional entitlement is given for service up to 25 years as shown below:

1 to 5 years service	21 days holiday per annum	Over 16 to 20 years service	24 days holiday per annum
Over 5 to 10 years service	22 days holiday per annum	20+ years service	25 days holiday per annum
Over 10 to 15 years service	23 days holiday per annum		

*N.B. Previous broken service with the Company does not qualify for extra holidays for service.*

This assumes that the employee commences on the first working day of the month. Staff joining at the middle of a month or later are not entitled to holiday for that month.

If and when you leave the Company and you have exceeded your holiday entitlement, your final pay will be reduced by the appropriate amount.

### 10. SICKNESS AND INJURY BENEFIT

At The Company's discretion, non-obligatory payments will be made to you during sickness absence or injury. In order to be considered for company sick pay the following procedures must be complied with:

- Inform your manager immediately by telephone.
- Complete an Employee Statement of Absence From Work.
- Provide a medical certificate if your illness lasts more than 7 days (including Saturday, Sundays and Statutory Public Holidays).
- Send a medical certificate for each subsequent week of continued illness.

All sickness payments by the Company take into account Statutory Sick Pay (S.S.P.) If you are excluded from S.S.P. but eligible for National Insurance Benefit (N.I.B.) NCR will deduct the standard rate of N.I.B. from your pay. (In the case of married women the benefit deducted will be

**STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT**

that which they would receive if they were making full contributions). Payments will be based on a service-related scale. Up to 3 months service allows a maximum payment of 2 weeks basic pay. Between 3 – 6 months service allows a maximum of 4 weeks basic pay. After 6 months services payments are related to length of service. Any entitlement in respect of continuous absence through sickness or injury will be subject to frequent review. A Personal Accident Insurance Scheme covers employees in the event of personal injury whilst on Company business other than at their normal place of work or travelling between home and their normal place of work.

**PENSION PLAN MEMBERSHIP**

Membership to the NCR Scotland Pension Plan is optional for all full-time and part-time permanent employees provided you are not within five years of normal pension age. Full details of the Pension Plan are contained in the Pension Plan explanatory document.

**12. CONFIDENTIAL INFORMATION**

You will not, during your employment with the Company or at any time thereafter, without written permission of the Company, disclose to any person outside the Company, or to any person within the Company other than a person whose province it is to know the same, any information relating to the Company's business which is of a confidential nature or disclosure of which may damage the interests of the Company. Also you will not use for any purpose or for purposes other than those of the Company, any information which you may acquire relating to the Company's business. On termination of your employment you will deliver to the Company on your last working day (without keeping any copies) any documents or other media relating to the business of the Company.

**13. OUTSIDE SUBMISSIONS**

It is most important that the Company shall not be placed in a position of confidential trust or relationship with respect to any unsolicited disclosure of information received from anyone outside the Company. In order that all matters relating to outside submission of information may be handled in a legally correct manner, any idea or suggestion submitted to you by a customer or other third party concerning technical developments or products including software, should be forwarded by you unanswered to International Patents Department, Head Office.

**14. INVENTIONS ETC.:**

You will as soon as reasonably possible disclose confidentially to the Company and to no one else full particulars of all inventions, improvements and designs made or discovered by you, whether alone or jointly, whilst in the service of the Company, which relate to or are capable of use in connection with any of the products made, sold or hired by the Company or the manufacturer thereof, or any of the Company's business processes.

The rights as between the Company and yourself in any invention as specified above, shall be as set out in the Patents Act 1977.

In respect of any invention as specified above, unless it has been established that such invention does not belong to the Company, the Company has absolute discretion as to whether any application for a patent or other protection shall be made on such invention, and has the right to abandon any such application and any patent granted thereon.

The Company shall pay a monetary award to you in respect of any invention belonging to the Company which has been made by you, either alone or jointly, and in respect of which a patent application has been filed. Such award shall be in accordance with the Invention Recognition and Incentive Plan as set out in the Corporate Patent Policy.

In consideration of your salary or wages, any industrial property rights other than inventions arising from work done by you in the course of your duties as an employee of the Company and which relate to the business of the Company shall belong exclusively to the Company. Such industrial property rights include, but are not limited, to copyright, industrial and artistic designs, trade marks, trade secrets, know-how and other confidential information.

You will at the request and cost of the Company, whether during or after your employment with the Company, execute any document and do any acts necessary to enable the Company or its assigns to obtain patent protection in any part of the world in respect of any invention as specified in paragraph a) above, unless it has been established that such invention does not belong to the Company, and to obtain registered design, copyright or other protection in respect of industrial property rights as specified in paragraph e) above.

**15. DISCIPLINARY AND GRIEVANCE PROCEDURES**

The Company has formulated and operates disciplinary and grievance procedures. These procedures, which do not form part of your contract of employment, may be obtained from your HR Consultant or the Compensation and Benefits Manager, FSG.

**16. PERFORMANCE ISSUES**

The Company operates a procedure to deal with performance issues and to help and encourage other employees to achieve and maintain acceptable standards of job performance. This procedure, which does not form part of your contract of employment, may be obtained either from your HR Consultant or from the Compensation and Benefits Manager, FSG.

**17. SUSPENSION**

During your employment, the Company may suspend you from duty by notice in writing on full remuneration at any time and for such period as the Company thinks fit.

**18. OTHER BUSINESS ACTIVITY**

You will not engage in any other business activity for deal with any way with Company products or any similar products, except in the normal and proper course of your employment with the Company.

You will not either directly or indirectly be engaged in any other trade, profession or business that could in any way represent a conflict of interests with those of the Company. Where there is any uncertainty or possibility that a conflict of interest might arise, the prior written approval of the Company must be obtained before any such activity is entered into. A written application should be made to the VP HR FSG, who will arrange for your request to be considered.

## STATEMENT OF TERMS AND CONDITIONS OF EMPLOYMENT

Solutions Group Limited

It is strictly prohibited to receive any compensation (commission, prize, or whatever form it may take) from a third party (Leasing Company, outside Software House, etc.) for giving them NCR business of any kind generated in the course of our normal selling activities. Violations of this rule will be subject to disciplinary action, including dismissal.

### TERMINATION

If you wish to resign from the Company you must give [4] weeks notice in writing irrespective of your length of service. In certain exceptional circumstances the Company may waive this requirement.

Should the Company have reason to terminate your employment, you are entitled to receive notice:

#### SERVICE

#### NOTICE

More than one week but less than 5 years

4 weeks

More than 5 years but less than 6 years

5 weeks

Thereafter for each additional year of service an additional week's notice to a maximum of 12 weeks for 12 or more year's continuous service.

In cases of gross misconduct or dishonesty, it may be necessary for the Company to terminate your employment without notice or payment in lieu of notice.

### 20. CHANGES

Changes in the terms and conditions of your employment will be confirmed to you either by letter, general notice or by the re-issue or amendment of this document or any accompanying schedules.

### 21. BASIS OF AGREEMENT

These terms and conditions of employment, together with the letter of offer and the Company's rules and procedures formulate the basis of the agreement between you and the Company.

### AUTHORISATION:

Signed on behalf of the Company

Name: [Signature] Position: HR Administrator

### ACKNOWLEDGEMENT:

Signed: [Signature] Date: 12 / 7 / 00

ISSUED BY NCR FINANCIAL SOLUTIONS GROUP LIMITED HUMAN RESOURCES



C

22nd December 1998

Mr. Michael P Waller  
Top Floor Flat  
339 Kennington Road  
Kennington  
London  
SE11 4QE

NCR Financial Solutions Group Limited  
206 Marylebone Road  
London NW1 6LY  
Tel: 0171-723 7070

**RECEIVED**

**APR 17 2002**

**OFFICE OF PETITIONS**

Dear Michael,

After recent discussions, I have pleasure in confirming the details of our offer for the following position:

Position: Research Designer.

Band: B1.

Reporting to: Sarah Woods, Head of User Experience Group, Knowledge Lab.

Organisation: NCR, Financial Solutions Group.

Based at: 206 Marylebone Road Head Office, London NW1 6LY.

Start Date: 25<sup>th</sup> January, 1999.

Hours of Work: 9.00am - 5.00pm Monday - Friday. You may be required to work such reasonable hours as the needs of this particular position dictate.

Remuneration: £29,000 per annum (there are no overtime payments attributable to this position).

Your first salary review will be in March 2000 subject to satisfactory performance.

You will be eligible to participate in the FSG Employee Incentive Plan which has an on - target payment of 10% of base salary. However, in practice, the award can range from 0% to 10%. Payment (if any) is made during the 1<sup>st</sup> quarter of the year following the year of measurement. Your participation in EIP is subject to the rules of the scheme. Details of the measurement criteria will be discussed with you should you decide to accept this offer.

Company Car: In your capacity as Research Designer in our Knowledge Lab, you are eligible for a Company car, Group B. This car may be used within reason for private journeys subject to conditions and in accordance with instructions issued from time to time by the Company. You should acquaint yourself with the terms under which the car is insured and should take care to ensure that it is not used in circumstances outside these terms. You must also ensure that you are eligible to drive within the UK subject to requirements set by the Driver and Vehicle Licensing Agency.

The vehicle provided may not necessarily be new should there be one readily available from within the fleet.

At the level of the above position, the choice of car is based on a benchmark lease value of £267 per month. Alternatively you may opt to have a car allowance equating to £3,700 per annum subject to taxation, which will be paid in 12 monthly installments directly into your bank account and will form part of your salary payment.

**Annual Leave**

**Entitlement:** 21 days (pro-rated from the actual start date) in any one calendar year, in addition to 3 nominated Company days plus 8 Statutory days.

**Medical Insurance**

**Cover:** The Company will subscribe for Medical Insurance coverage for you, your partner and dependent children. Full details will be sent to you under separate cover.

**Flexible**

**Compensation:** FSG's "flexible compensation" gives you the opportunity to tailor your benefits to match your individual needs and preferences. The total value of all elements of your compensation will remain the same, but you will have the opportunity to influence the range of benefits you receive. Full details of the plan will be sent to you under separate cover.

**Pension Plan:** On joining the Company in this new capacity, you will be eligible to become a member of NCR Scotland Pension Plan, which includes 1) The Final Salary Plan, 2) The Money Purchase Plan, and 3) The Death Benefits Plan. The costs of the Final Salary part and the Death Benefits part are fully paid for by the company. You are required to contribute to the Money Purchase part. If you elect to join the Pension Plan, under what is known as the Defined Contribution element of the plan, you will contribute a minimum of 3% of your salary. NCR will match this with a further 1.5%, that is, 50% of your contribution. NCR matching at a rate of 50% of the level at which you choose to pay will occur up to a 2.5% NCR contribution. You can also pay additional voluntary contributions up to 10% - which would take your total contribution possible up to 15%. You will receive more details under separate cover.

**Dental Plan:** You will be eligible to receive National Dental Plan coverage. Further details will be issued to you.

**Smoking Policy:** Your attention is drawn to the Company's No smoking policy. Smoking is not permitted at 206 Marylebone Road or any of the other Company premises.

This appointment is subject to the Terms and Conditions of Employment, set out in the attached documents, which have been prepared to conform with the provision of the Employment Rights Act 1996. Please could you sign and return a copy of the Terms and Conditions of Employment form.

Also enclosed is a "Conflicts of Interest" questionnaire. Please complete and return the questionnaire.

Please could you sign this letter to confirm your agreement to this offer and return it to me at the above address. At the same time, will you provide details of your National Insurance number, the name, address and sort code of the Bank branch and the account number into which you wish your salary to be paid.

We are delighted to be able to extend this offer to you and hope very much that you will join us. If you have any questions you wish to raise, please do not hesitate to get in touch with me on 44-171-725-8585.

Yours sincerely



Simon Littlejohn  
Human Resources Department

Agreed and Accepted (signature)



Date

1<sup>st</sup> January 1999



Financial Solutions Limited

## TERMS AND CONDITIONS OF EMPLOYMENT

- a) You will as soon as reasonably possible disclose confidentially to the Company and to no one else full particulars of all inventions, improvements and designs made or discovered by you, wither alone or jointly, whilst in the service of the Company, which relate to or are capable of use in connection with any of the products made, sold or hired by the Company or the manufacturer thereof, or any of the Company's business processes.
- b) The rights as between the Company and yourself in any invention as specified above, shall be as set out in the Patents Act 1977.
- c) In respect of any invention as specified above, unless it has been established that such invention does not belong to the Company, the Company has absolute discretion as to whether any application for a patent or other protection shall be made on such invention, and has the right to abandon any such application and any patent granted thereon.
- d) The Company shall pay a monetary award to you in respect of any invention belonging to the Company which has been made by you, either alone or jointly, and in respect of which a patent application has been filed. Such award shall be in accordance with the Invention Recognition and Incentive Plan as set out in the Corporate Patent Policy.
- e) In consideration of your salary or wages, any industrial property rights other than inventions arising from work done by you in the course of your duties as an employee of the Company and which relate to the business of the Company shall belong exclusively to the Company. Such industrial property rights include, but are not limited, to copyright, industrial and artistic designs, trade marks, trade secrets, know-how and other confidential information.
- f) you will at the request and cost of the Company, whether during or after you employment with the Company, execute any document and do any acts necessary to enable the Company or its assigns to obtain patent protection in any part of the world in respect of any invention as specified in paragraph a) above, unless it has been established that such invention does not belong to the Company, and to obtain registered design, copyright or other protection in respect of industrial property rights as specified in paragraph e) above.

### 16. DISCIPLINE PROCEDURE:

Stage 1: Verbal warning - by appropriate Supervisor or Manager, who will record the warning.

Stage 2: or formal letter: Written warning - by the Manager.

Stage 3: Final warning - by the Manager. At this stage the employee will be informed by the Manager that any further occasion requiring disciplinary action may lead either to a reduction of bonus, suspension with or without pay, or dismissal.

Stage 4: If further occasion arises the employee will be interviewed and the circumstances reported in writing, together with details of previous occasions and a recommendation to the employee's director. The director's decision will be sent to Personnel Resources who will write to the employee advising him or her of the decision and confirming the circumstances leading to it.

If the offence is sufficiently grave, the Company reserves the right to take action without recourse to the full procedure. Examples of misconduct which may lead to disciplinary procedure, and if necessary suspension or dismissal without recourse to the full procedure are contained in the Staff Manual.

All written warnings and reports will be recorded on either a Discipline Report Form or in a formal letter clearly stating that it is a written warning. The Employee will be required to sign in acknowledgement of a warning being given. The employee will be given a copy of the warning and an additional copy will be sent to Personnel Resources.

At any or all of these stages the employee may be accompanied by a fellow employee of his or her choice.

### 17. GRIEVANCE PROCEDURE:

Stage 1: Any employee wishing to raise an issue in which he or she is directly concerned should take this up either verbally or in writing with his/her superior who will endeavour to resolve the issue within 5 days.

Stage 2: If the grievance is not resolved at Stage 1, the immediate supervisor will complete a Report Form and pass it at once, with a request for a meeting to his/her Manager. This meeting will take place no later than 7 working days after that date.

Stage 3: Failing settlement at Stage 2, the matter will be referred forthwith by the Manager concerned to his Director to resolve the issue raised.

\*This procedure will apply unless some other procedure has been agreed with a trade union or other organisation of workers.

### 18. APPEALS PROCEDURE:

If you wish to appeal against any decision taken against you or any personal grievance or disciplinary matter, then a written application should be made to the Director, Personnel Resources at Head Office, who will arrange for your appeal to be considered.

### 19. OTHER BUSINESS ACTIVITIES:

You will not engage in any other business activities or deal in any way with Company products or any similar products, except in the normal and proper course of your employment with the Company.

You will not either directly or indirectly be engaged in any other trade, profession or business which could in any way represent a conflict of interests with those of the Company. Where there is any uncertainty or possibility that a conflict of interest might arise, the prior written approval of the Company must be obtained before any such activity is entered into. A written application should be made to the Director, Personnel Resources, who will arrange for your request to be considered.

It is strictly prohibited to receive any compensation (commission, prize, or whatever form it may take) from a third party (Leasing Company, outside Software House, etc.) for giving them NCR business of any kind generated in the course of our normal selling activities. Violations of this rule will be subject to disciplinary action, including dismissal.

### 20. TERMINATION:

If you wish to resign from the Company you must give one month's notice in writing irrespective of your length of service. In certain exceptional circumstances the Company may waive this requirement.

Should the Company have reason to terminate your employment, you are entitled to receive notice:-

#### SERVICE

#### NOTICE

1 week to 5 years  
5 years to 6 years

4 weeks  
5 weeks

Thereafter for each additional year of service on additional week's notice to a maximum of 12 weeks for 12 or more year's continuous service.

The Company may in certain circumstances determine to make payment in lieu of all or part of this notice period.

In cases of gross misconduct or dishonesty, it may be necessary for the Company to terminate your employment without notice or payment in lieu of notice.

### 21. CHANGES:

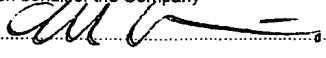
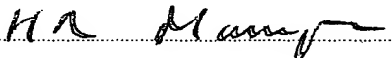
Changes in the terms and conditions of your employment will be confirmed to you either by letter, general notice or by the re-issue or amendment of this document or any accompanying schedules.

### 22. BASIS OF AGREEMENT:

These terms and conditions of employment together with the letter of offer and the Company's rules and procedures formulate the basis of this agreement between you and the Company.


#### AUTHORISATION:

Signed on behalf of the Company

 Position: 

#### ACKNOWLEDGEMENT:

I have read and understand the above terms and conditions and hereby acknowledge their receipt.

Signed:  Date: 1/1/99

234/11-84

ISSUED BY HUMAN RESOURCES



Financial Solutions Limited

## TERMS AND CONDITIONS OF EMPLOYMENT

1. **EMPLOYER:** NCR Financial Solutions Group Limited 206 Marylebone Road, London NW1 6LY ("The Company")
2. **EMPLOYEE:** Michael Waller
3. **DEPARTMENT:** Business Development and Strategic Marketing
4. **DATE OF ISSUE:** December 22nd 1998
5. **CONTINUITY:** January 25th 1999  
Your employment with the Company is effective from.....your employment with your previous employer.....not applicable.....from.....does/does not count as part of your period of employment.
6. **REFERENCES AND HEALTH:**  
Engagement is subject to:  
a) Satisfactory references  
b) Acceptance of the completed Medical History form  
c) A satisfactory medical examination, if required by the Company's appointed Doctor.
7. **JOB TITLE:** Research Designer
8. **HOURS:** 1 hour  
Your normal working week is 35 hours, Monday to Friday 9.00 a.m. to 5.00 p.m. with a lunch period of.....Details of flexible working hours will be sent to you if applicable.
9. **REMUNERATION:**  
Your salary is £29,000 per annum, paid monthly, paid by Banker's Order on the 16th of each month for the current calendar month subject to adjustment for any lost time or National Insurance deductions while on sickness absence, in the previous month, or for any unauthorised absence.
10. **HOLIDAYS:**  
In addition to Statutory Public Holidays, paid holiday entitlement is calculated according to your length of service as it would be at 31 December of the current holiday year. Holidays for one year are earned on the basis of your months of service during the year. Subject to the approval of your manager this may be taken in advance at any time during the holiday year (1 January-31 December), however up to 20% of your entitlement may be carried over to the subsequent year, but must be taken by 31 March. The basic holiday entitlement after 1 years service with the Company is 20 days. On Joining the Company, holiday entitlement for the first year of service is as follows:-  
  
MONTH OF JOINING - DAYS OF HOLIDAY ENTITLEMENT (First Year)  

January: 21 days	April: 16 days	July: 11 days	October: 6 days
February: 19 days	May: 14 days	August: 9 days	November: 4 days
March: 17 days	June: 12 days	September: 7 days	December: 2 days

  
This assumes that the employee commences on the first working day of the month. Staff joining in the middle or end of a month are not entitled to holiday for that month.  
Additional entitlement is given for service up to 25 years as shown below:-  

1 to 5 years service	: 21 days holiday	over 15 to 20 years service	: 24 days
over 5 to 10 years service	: 22 days holiday	over 20 to 25 and over years service	: 25 days
over 10 to 15 years service	: 23 days holiday		

  
Previous broken service with the Company does not qualify for extra holidays for service.  
On leaving the Company you will be paid, in lieu of any holiday entitlement not taken on date of leaving at the rate shown below according to your length of service as at the date of leaving:-  

1 to 5 years service	: 1.75 days per pay month	over 15 years but less than 20 years	: 2.00 days pay per month
over 5 years but less than 10 years	: 1.83 days per pay month	over 20 years but less than 25 years	: 2.08 days pay per month
over 10 years but less than 15 years	: 1.92 days per pay month	25 years and over	: 2.08 days pay per month

  
Equally, if, when you leave the Company you have exceeded your holiday entitlement, your final pay will be reduced by the appropriate amount. Entitlement and payment for holidays under particular trade or industry agreement will apply where appropriate.
11. **SICKNESS AND INJURY BENEFIT:**  
At the Company's discretion, non obligatory payments will be made to you during sickness absence or injury  
a) inform your manager immediately by telephone  
b) complete Employee Statement of Absence From Work if you are sick for 4, 5, 6, or 7 days (including weekends).  
c) provide a medical certificate from your illness lasts more than 7 days (including Saturdays, Sundays, and Statutory Public Holidays).  
d) send a medical certificate for each subsequent week of continued illness.  
  
All sickness payments by the Company take into account Statutory Sick Pay (S.S.P) If you are excluded from S.S.P. but eligible for National Insurance benefit (N.I.B.) NCR will deduct the standard rate of N.I.B. from your pay. (In the case of married woman the benefit deducted will be that which they would receive if they were making full contributions). Payments will be based on a service related scale. Up to 3 months service allows a maximum payment of 2 weeks basic pay. Between 3-6 months service allows a maximum of 4 weeks basic pay. After 6 months service payments are related to length of service. Any entitlement in respect of continuous absence through sickness or injury will be subject to frequent review. A Personal Accident Insurance scheme covers employees in the event of personal injury whilst on Company business other than at their normal place of work or travelling between home and their normal place of work.
12. **PENSION PLAN MEMBERSHIP**  
Membership to the NCR Pension Plan is a condition of employment for all full-time permanent employees provided you are not within five years of normal pension age. Full details of the Pension Plan are contained in the Pension Plan explanatory booklet.
13. **CONFIDENTIAL INFORMATION**  
You will not, during your employment with the Company or at any time thereafter, without written permission of the Company, disclose to any person outside the Company, or to any person within the Company other than a person whose province it is to know the same, any information relating to the Company's business which is of a confidential nature or disclosure of which may damage the interests of the Company. Also you will not use for any purpose or for purposes other than those of the Company, any information which you may acquire relating to the Company's business. On termination of your employment you will deliver to the Company on your last working day (without keeping any copies) any documents or other media relating to the business of the Company.
14. **OUTSIDE SUBMISSIONS**  
It is most important that the Company shall not be placed in a position of confidential trust or relationship with respect to any unsolicited disclosure of information received from anyone outside the Company. In order that all matters relating to outside submission of information may be handled in a legally correct manner, any idea or suggestion submitted to you by a customer or other third party concerning technical developments or products including software, should be forwarded by you unanswered to International Patents Department, Head Office.
15. **INVENTIONS ETC.:**